



Loudoun County, Virginia

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## INVITATION FOR BID

### Loudoun County Courthouse – 1st Floor Interior Renovations

ACCEPTANCE DATE: Prior to 4 p.m., June 30, 2010 "Local Verizon time"

IFB NUMBER: QQ-01578

ACCEPTANCE PLACE: Department of Management and Financial Services  
Division of Procurement, MSC #41C  
One Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

*ONLY THOSE FIRMS PREQUALIFIED THROUGH QQ-01369 ARE ELIGIBLE TO SUBMIT BIDS FOR THIS PROJECT. BIDS FROM NON-PREQUALIFIED FIRMS WILL NOT BE CONSIDERED.*

Two (2) Pre-Bid Conferences will be held at the Loudoun County Courthouse, 18 East Market Street in Leesburg, Virginia for clarification of any questions on the drawings, specifications and site conditions. The first will be held on **June 9, 2010 at 1:00 PM** and the second on **June 16, 2010 at 1:00 PM**. **Attendance at one of the Pre-Bid Conferences is mandatory for all bidders. Failure to attend one of these conferences will result in your bid being deemed non-responsive and rejected. Bidders must sign in with the Procurement representative as record of attendance.** Additional opportunities to visit the site will not be accommodated. All attendees shall meet outside of the building, in front of the Courthouse main entry doors (near the flagpoles). The Loudoun County Sheriff's Office does not permit any weapons, tools or other similar items in the building. For the purpose of the Pre-Bid Conferences, photography is permitted within the designated project areas only.

Plans and specifications CDs, and bid forms may be picked up at the Division of Procurement at the address above between the hours of 9:00 a.m. and 5:00 p.m. weekdays or call (703) 777-0403. The cost of each CD is \$30.00 (non-refundable).

Requests for information related to this Invitation should be directed to:

Christopher Bresley

Contracting Officer

(703) 777-0394

E-mail address: [Christopher.Bresley@loudoun.gov](mailto:Christopher.Bresley@loudoun.gov)

This document can be downloaded from our web site:

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: 5/31/2010

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN  
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION  
AS SOON AS POSSIBLE .

INVITATION FOR BID  
**Loudoun County Courthouse - 1st Floor Interior Renovations**

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ATTACHMENT II:       SITE PLAN DRAWING

Authorized By: \_\_\_\_\_ Christopher Bresley \_\_\_\_\_ Date: 5/31/2010  
Contracting Officer

# **Loudoun County Courthouse – 1st Floor Interior Renovations**

## **1.0 PURPOSE**

The Intent of this Invitation for Bid is to obtain the services of a qualified general contractor to construct the Loudoun County Courthouse – 1<sup>st</sup> Floor Interior Renovations. The Courthouse is located at 18 East Market Street in Leesburg, Virginia. The project involves the renovation to the 1<sup>st</sup> Floor of the Courthouse and required coordination work on the floors above and below. In total, the area of immediate work is approximately 5,250 SF. The work involves structural modifications to the Academy Building portion of the Courthouse, MEP work and interior finishing and millwork.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

## **3.0 SPECIFICATIONS**

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by Karl Riedel Architecture, PC dated May 25, 2010.

## **4.0 DISCREPANCIES**

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement). Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

## **5.0 BUSINESS PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT**

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

## **6.0 PAYMENT OF TAXES**

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

## **7.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## **8.0 ETHICS IN PUBLIC CONTRACTING**

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

## **9.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED**

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **10.0 DRUG-FREE WORKPLACE**

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

## **11.0 FAITH-BASED ORGANIZATIONS**

Loudoun County does not discriminate against faith-based organizations.

## **12.0 EXEMPTION FROM TAXES**

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

## **13.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS**

The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and
- B A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.

- D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- E. If at any time, any surety or sureties become insolvent or are determined by the Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- F. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

#### **14.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS**

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

#### **15.0 CONSTRUCTION CONTRACT RETAINAGES**

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

#### **16.0 ESCROW ACCOUNT FOR RETAINED FUNDS**

Section not used.

#### **17.0 INSTRUCTIONS TO BIDDERS**

##### **17.1 Submission of Bids**

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required. The face of the container shall indicate the IFB number, time



and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

17.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by 5:00 p.m. June 21, 2010. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

17.3 Inspection of Site

Attendance at one of the Pre-Bid Conferences is mandatory. Two (2) Pre-Bid Conferences are scheduled as opportunities for inspection of the site on **June 9, 2010 at 1:00 PM and June 16, 2010 at 1:00 PM**. All bidders must attend one of the Pre-Bid Conferences and must sign in for record with the Procurement representative or your bid will be deemed non-responsive and rejected.

17.4 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date.

17.5 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

17.6 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or

AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

17.7 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

17.8 Subcontractors

Please refer to Article 5: Subcontractors, of the *County of Loudoun General Conditions of the Building Construction Contract*.

17.9 References

- A. Provide a list of a minimum of three (3) projects of similar scope and size completed within the last eight (8) to ten (10) years. Lists are to include names and addresses of projects, square footage, brief description of the project, and names, addresses, current phone numbers, and e-mail addresses of architects and owners.
- B. Provide a minimum of two (2) 3"x5" color photographs of each project listed as examples for General Contractor's work. Provide at least one (1) exterior and one interior photograph that demonstrate craftsmanship and skills similar to the proposed project

Failure to include references may be cause for rejection of the bid as non-responsive.

17.10 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

17.11 Rights of County

The County reserves the right to accept or reject all or any part of any bid, waive informalities and award the Contract to the lowest responsive and responsible bidder to best serve the interest of the County.

17.12 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

17.13 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services and construction shall give preference to goods, services and construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

17.14 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

17.15 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum. In the event that all responsive and responsible bids exceed the budget for this project, Bid Deduct # 1 shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

17.16 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations

with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

**17.17 Notice of Award**

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/purchasing](http://www.loudoun.gov/purchasing)) and on the bulletin board located in the Division of Purchasing, 4th floor, One Harrison St, SE, Leesburg, 20175.

**17.18 Protest**

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

**17.19 Construction Contract Bid Security**

Bid security is required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner the security requirements.

**17.20 Construction Contract Bond Forms and Copies; Alternative Forms**

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

**17.21 Debarment**

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

**17.22 Authority to Transact Business in Virginia**

Any foreign corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority from or register with the State Corporation Commission (SCC), as required by Sections 13.1-757, 13.1-1051 and 50-73.138 of the Code of Virginia. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent Contractors may not require a certificate of authority. Bidders should consult the Code of Virginia for more information.

17.23 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

17.24 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

17.25 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the terms and conditions contained herein.



Loudoun County, Virginia

Division of Purchasing  
One Harrison Street, 4th Floor, MSC #41C  
Leesburg, Virginia 20175

**PRICING PAGE**  
**Loudoun County Courthouse**  
**1<sup>st</sup> Floor Interior Renovations**

The firm of \_\_\_\_\_  
hereby offers to achieve substantial completion of the Loudoun County Courthouse – 1<sup>st</sup> Floor Interior Renovations construction in accordance with this Invitation for Bid within 300 days after Notice of Award.

**Base Bid**

Construction of the Loudoun County Courthouse  
1<sup>st</sup> Floor Interior Renovations

Base bid \$ \_\_\_\_\_

**Bid Deduct Items**

Bidders shall provide a price for the item listed below. If all bids exceed the budget, the following item shall be deducted from all in bids pursuant to Section 17.15 of the IFB and the bids recalculated.

Deduct #1: Delete Scope of Work for Alcoves G101 and G102  
as noted in Construction Documents

\$ \_\_\_\_\_

**Attention bidders: Do not take any exceptions or make any qualifications to your bid.**

Bidder shall indicate below its intended use, or nonuse of the escrow provisions available:

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addenda.

Item:	Included: (X)
1. References (per Section 17.9)	_____
2. Addenda, if any.	_____
3. BPOL Number (Section 5.0)	_____
4. FEI number (Tax ID #)	_____
5. Payment Terms (Select one):	_____ net 30 or _____ Other
6. Contractor license number:	_____
7. Bid Bond (17.19)	_____
8. W-9 Form (17.23)	_____
9. Insurance Certificate (17.24)	_____

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name of person authorized to bind the Firm (17.6): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

### HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01578

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

### SERVICE RESPONSE CARD

QQ-01578

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

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Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •**



(Proposed)

**OWNER-CONTRACTOR AGREEMENT**

THIS AGREEMENT for construction of the Loudoun County Courthouse 1<sup>st</sup> Floor Interior Renovations, herein after referred to as the "Project", executed in three (3) originals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2010, is by and between Loudoun County, Virginia (herein referred to as the "Owner"), and \_\_\_\_\_ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the Owner and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

- |              |                                                                                       |
|--------------|---------------------------------------------------------------------------------------|
| Attachment 1 | The Owners Invitation for Bid No. QQ-01578 dated May 31, 2010, including any addenda. |
| Attachment 2 | The Contract Plans, Specifications and General Conditions, including any addenda.     |
| Attachment 3 | The Contractors bid (or proposal) dated _____.                                        |

In the event that Attachment 3 contradicts or limits this Agreement or Attachments 1 and 2, this Agreement and Attachments 1 and 2 shall prevail.

**Article 1****ARCHITECT/ENGINEER**

- 1.1 The Architect/Engineer (hereinafter referred to as the "A/E and as defined in the General Conditions) shall be Karl Riedel Architecture, PC whose address is 4 Loudoun Street SW, Leesburg, Virginia 20175. Provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its A/E and so advising the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

## Article 2

### TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed.
- 2.2 Time is of the essence in this Agreement.
- 2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than 300 days after Notice of Award. This time period shall be designated the Contract Time.
- 2.4 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

ACTIVITY:

DATE:

Substantial Completion / Certificate of Occupancy

No later than 300 days after  
Notice of Award

Completion of all punch list work

28 Days after Substantial  
Completion

- 2.5 The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, and each Milestone designated in Article 2.4 above, within the applicable interim Milestone date, shall be as hereinafter stated.

Milestone

Liquidated Damages

Substantial Completion of Project/OP

\$500.00/For Each Consecutive Calendar Day

Completion of all punch list work

\$50.00 /Item/For Each Consecutive Calendar Day

- 2.6 The amount of liquidated damages set forth in Articles 2.5 above shall be assessed cumulatively. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.
- 2.7 The Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

### **Article 3**

#### **CONTRACT SUM**

- 3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (herein referred to as the "Contract Sum").

### **Article 4**

#### **PROGRESS PAYMENTS**

- 4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.6.3 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the A/E a Pay Request Application in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

### **Article 5**

#### **OTHER REQUIREMENTS**

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Guarantee Bond (as described in section 9.8.5.2 of the General Conditions) and Certification of Insurance as required by the Contract Documents.
- 5.2 To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.
- 5.3 The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission, if required, during the term of the Contract or any Contract renewal.

## **Article 6**

### **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

- 6.1 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

## **Article 7**

### **ENTIRE AGREEMENT AND SEVERABILITY**

- 7.1 This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a Modification. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, or any agent, consultant, or independent Contractor employed by the Owner and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the Owner shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

## **Article 8**

### **APPLICABLE LAWS/FORM**

- 8.1 This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Both parties expressly waive a jury trial.

## **Article 9**

### **COUNTERPARTS**

- 9.1 This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

Witness the following signatures:

**COUNTY OF LOUDOUN, VIRGINIA**

Division of Procurement

One Harrison Street, S.E., MSC #41C

Leesburg, Virginia 20175

Phone: (703) 777-0403

Fax: (703) 771-5097

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Assistant County Attorney